## Green Durham Photography Competition 2009 Official Rules

**WHO:** The Green Durham Photography Competition (GDPC) is open to ALL amateur and professional photographers. Your entry to the contest constitutes your agreement to allow your photographs — and your name, occupation, city and state of residence — to be published in City of Durham and Durham County publications, displayed on websites owned by the City of Durham and Durham County, and/or used for promotions of Durham including, but not limited to, exhibitions, a photo competition calendar, a compilation book or electronic collection of photographs, and web pages providing Durham information. Entrants retain ownership of their photographs and all other rights to future use of them.

**Divisions**: Photographers must enter their images in one of the following divisions. **Pro** - Full or part-time professional photographers who receive all or a major part of their income from photography.

**Amateur** - Beginning or amateur photographers and experienced photographers who do not receive a major part of their income from photography.

**WHAT:** We are looking for striking images of Durham's environment. See specific categories below. Previously published material may be entered; however, please include information on when and where the photo appeared. Images will be judged on originality, technical excellence, composition, overall impact and artistic merit.

Entrants must not infringe on the rights of any other photographer or person or submit images that involve the willful harassment of wildlife or damage to the environment by the photographer. All photographs should accurately reflect the subject matter and the scene as it appeared. Photos that have been digitally altered beyond standard optimization (removal of dust, cropping, adjustments to color and contrast, etc.) will be disqualified.

**Categories**: Photographers entering in the Pro and Amateur divisions must enter each image in one of the following categories.

## Nature

- 1. Wildlife Wild animals and/or insects (no pets or domestic animals)
- 2. Plants Plants, gardens, trees, flowers, moss, leaves, etc.
- 3. Natural Habitat Landscapes and plant life from wild areas

## People and Nature

- 4. Connecting People and Nature People enjoying the outdoors in some way
- 5. Built Environment –Buildings, neighborhoods, or districts that are examples of sustainable design and/or communities
- 6. Alternative Transportation buses, bicycles, pedestrians, vanpools, carpools
- 7. Altered Nature land, water, or habitats that have been negatively affected by pollution or habitat destruction

**WHEN**: Deadline for submitting entries is 11:59 PM EST **April 8**. Winners will be notified no later than April 20<sup>th</sup>.

**WHERE:** Winning photographs will be printed by CCI Photographics (919-286-4686, 1916 Perry St.) and displayed at the Blue Coffee Company (919-688-2233, 202 N Corcoran St.) for 2 weeks starting April 22. Winning photos will also appear on the website of Keep Durham Beautiful (<a href="https://www.keepdurhambeautiful.org">www.keepdurhambeautiful.org</a>).

**Recognition**: Judges will select one winning image in each category for the Pro and the Amateur divisions. Judges will also select one image as Grand Prize and award Honorable Mentions in each category as they determine.

**HOW:** Each participant may submit up to **3 photographs total**. Entrants must designate the appropriate division and category in which all their images are to be judged. Photographers may enter all entries in a single category or select different categories as long as the total submission does not exceed 3 photographs.

Photos can be submitted as camera-made digital images or scans of slides or prints. Artists may submit up to three (3) entries in JPEG format on CD or via email. Image files must be labeled with the artist's last name, followed by 01, 02, or 03 (ex: Smith01.jpg). All CDs/images must be readable by PC platforms. Submitted files must be no smaller than 500 KB and no larger than 3.5 MB. Photographers must make original files of winning photographs available at no smaller than 3.5 MB. Each email submitting photos must be no larger than 7.5 MB, and separate emails for multiple photos are allowed. Images at 300 dpi at 100% size are preferred. Images should be oriented correctly. DO NOT submit power point presentations, automated slide presentations, or work on a DVD. All CDs must be labeled with the artist's name and file names with corresponding artwork titles.

In the email or in a document on the CD, entrants must include their name, phone, email, a title for each photo, a brief description of the photo including when and where it was taken, and the statement, "I accept the rules of this competition". (see below). Original slides or negatives must be available for scanned photographs. Receipt of files cannot be acknowledged.

Send files to:

Email: greendurham@durhamcountync.gov

CDs delivered by hand or mail: Tobin Freid, Durham County Engineering, 120 E. Parrish St., 1<sup>st</sup> Floor, Durham, NC 27701

**Legal conditions**: By submitting a photograph to this competition, you agree to these entry rules, and the following legal conditions.

The City of Durham and Durham County shall have the right to determine, in their sole judgment, eligibility for participation and determination of winning entries. By entering, participants warrant that his or her entry materials are original, do not infringe on any third party's rights, and that participant has obtained any necessary permissions from any third party if a third party or third party's property appears in the photograph. The City of Durham and Durham County reserves the right to disqualify any entry if it finds in its sole discretion that any of the foregoing warranties are not true. Decisions of the City of Durham and Durham County shall be final and binding.

By entering, participants release and hold harmless the City of Durham and Durham County Government, its directors, officers, employees, attorneys, agents and representatives from any and all liability for any injuries, loss, claim, action, demand or damage of any kind rising from or in connection with the GDPC, any use of the entry materials by the City of Durham

or Durham County, the warranties participants make, participation in any GDPC-related activity, or participation in the GDPC.

Participant agrees that any and all disputes that cannot be resolved with the City of Durham and Durham County, and causes of action arising out of or connected with the GDPC, shall be resolved individually, without resort to any form of class action, before a court of competent jurisdiction located in Durham County, North Carolina, which court shall apply the laws of the State of North Carolina without regard for rules of conflicts of law. In any such dispute, participant shall, under no circumstances, be entitled to claim punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than participant's actual out-of-pocket expenses (if any) associated with participating in the GDPC. Participant hereby waives all rights to have damages multiplied or increased.

The City of Durham and Durham County are not responsible for any incorrect or inaccurate information, whether caused by email users or by any equipment or programming associated with or utilized in the GDPC, or by any technical or human error that may occur in the processing of submissions to the GDPC, including but not limited to any misprints or typographical errors. The City of Durham and Durham County assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. The City of Durham and Durham County are not responsible for any problems or technical malfunction of any telephone network or lines, computer equipment, servers, providers, computer on-line systems, software, or failure of email on account of technical problems or traffic congestion on the Internet or at any website, including injury or damage to participant's or to any other person's computer related to or resulting from participating or uploading images or information in the GDPC.

If, for any reason, the GDPC is not capable of completion as planned, including, but not limited to, by reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the control of the City of Durham and Durham County that corrupt or affect the administration, security, fairness, integrity or proper conduct of the GDPC, the City of Durham and Durham County reserve the right at their sole discretion to cancel, terminate, modify or suspend the GDPC.

In no event will the City of Durham or Durham County, their advertising and promotional agencies, or their directors, officers, employees, attorneys, agents and representatives be responsible or liable for any damages or losses of any kind, including direct indirect, incidental, consequential or punitive damages arising out of participant's access to and use of the GDPC websites or the downloading or uploading and/or printing of material from said sites. Without limiting the foregoing, everything on the GDPC sites is provided "as is" without warranty of any kind, either express or implied.

All decisions by the GDPC judges will be final and binding. Submission of an entry to the contest automatically constitutes the contestant's acceptance of all conditions set forth in these rules.

Entries that do not meet the requirements will not be allowed to enter the contest and will not be displayed. If you have any questions, please call the Sustainability Manager at 919-560-7999.